

## EMPLOYEE CONSENT

This Agreement is entered into as of \_\_\_\_\_ day of \_\_\_\_\_ 2017 by and between

\_\_\_\_\_  
(SS# \_\_\_\_\_) a (“Consultant”) residing at \_\_\_\_\_ and **Sarian Solutions Inc.**,  
a New Jersey State corporation hereinafter referred as **SARIAN/Company**.

Sarian “or” Sarian Client “or” Sarian client’s client here in after referred as customer (customers) or client (clients).

- **Non-Competition and Non-Solicitation:** During the term of this Agreement and any renewals thereof, and for one year after the expiration of the initial and renewal periods, Consultant agrees that he/she will not provide or attempt to provide (or advise others of the opportunity to provide), directly or indirectly, any services to any client to which Consultant has been introduced or about which Consultant has received information through Company or through any client for which Consultant has performed services or to which Consultant was introduced under this Agreement.
- **Representation:** The Consultant warrant that all the information provided by him/her on the Resume and qualifications of the Consultant and representations/information provided about the Consultant are accurate and factual, and that there is no miss-representation in this regard. The Consultant guarantees that no one else but the Consultant whose resume was submitted to COMPANY will undertake the interview(s) with the COMPANY and/or CUSTOMER(s), and that the Consultant will be the person who will, subject to confirmation by COMPANY/CUSTOMER(s), make himself/herself available at the CUSTOMER’s site. Any misrepresentation by the Consultant will be a very serious breach of this Clause will potentially cause severe damage to the COMPANY-CUSTOMER relationship. The COMPANY will have the right to initiate legal action against the Consultant for breach of the Agreement. The Consultant will not withdraw from the CUSTOMER site for any reason whatsoever without the written consent of the COMPANY or with a 4-week written notice to COMPANY.
- **Confidentiality:** Consultant will not disclose to any third party, without the prior written consent of Company or client, any information relating to the business of Company, the client, the customers and clients of the client, or other Company employees or consultants, if such information could reasonably be construed as confidential and was obtained in the course of Consultant’s providing services to client, interviewing with Company or client, or contracting with Contractor. The Consultant understands that he/she will direct all inquiries and issues not relating to his/her duties at the CUSTOMER’s site to the COMPANY and NOT to the CUSTOMER.
- **Indemnification:** Consultant agrees to indemnify and hold harmless Company for any and all loss, costs and other liability incurred or threatened related to violations of the obligations set forth in this agreement.



- Consultant here by agrees that by accepting the offer given by Sarian or Sarian’s client, he/she understands that Sarian / Sarian’s client will spend considerable amount of time and money in processing the visa status transfer(H1B transfer). For what ever reasons, if the consultant could not join the Sarian or Sarian’s client after accepting the offer, consultant is liable for the amount of expenses spent on his visa transfer which need to be paid by the consultant with in 30 days from the date of rejecting the offer.
- **Breach:** Any breach of any provision of this Agreement by Consultant entitles Company to recover from Consultant (or their employer) damages and injunctive relief. Consultant agrees that because monetary damages are likely to be inadequate, Company shall be entitled to temporary injunctive relief (by proving to a court a likelihood of breach by Consultant) and to permanent injunctive relief (by proving to a court of such breach).
- Consultant represents that he / she read and understood the terms of this agreement, has had an opportunity to ask questions, and or to review this agreement with legal counsel of his/her choice, is not relying on any advice from Company(Sarian) in this regard, and is voluntarily signing this agreement.

Signature: .....

Name: .....

Date of Birth: .....

SSN: .....

Date: .....

Place: .....